

REMARKS

DETAILED ACTION

Response to Amendment

This Office Action is responsive to Applicant's amendment and request for continued examination of application 09/805,485 (08/28/2006).

Claim Rejections – 35 USC § 101

Claim 1 is rejected under 35 U.S.C. 101 as being directed to non-statutory subject matter. The claimed invention is directed to multiple statutory classes because it is a system that contains method steps. Dependent claims 2, 3, 6, 7, 12, 13 and 14 are rejected under the same rationale.

Applicant has amended the claim accordingly.

Claims 1 and 15 are rejected under 35 U.S.C. 101 because they fail to produce a useful, concrete and tangible result. Dependent claims 2, 3, 6, 7, 12, 13, 14, 16, 17 and 19 are rejected under the same rationale.

Claim 1 has been amended to provide for a system. The system is for providing financial transactions on the internet. Therefore, Claim 1 produces a useful, concrete and tangible result.

Amended Claim 15 produces a useful concrete and tangible result.

Claim Rejections – 35 USC § 112

Claim 1 is rejected for the following;

Claim 1 is rejected under 35 U.S.C. 112, second paragraph, as being incomplete for omitting essential structural cooperative relationships of elements,

such omission amounting to a gap between the necessary structural connections.
See MPEP § 2172.01.

Claim 1 is rejected under 35, U.S.C. 112, second paragraph, because none of the claim limitations have any functionality.

Claim 1 recites the limitations, "wherein all forms of payments outside of credit card are treated as an ACH transaction; wherein each ACH transaction is placed into an escrow account on behalf of a purchaser and held there until said merchant completes said transaction;" These limitations render the claim indefinite because it is unclear what is necessary to infringe the claim (a) a system or (b) a system used in the method and manner recited.

Applicant has amended the claim to recite the system.

Claim 1 recites the limitations "forms of payment", "said system further comprising an encryption process" and "escrow system". These are not tangible structural things. Thus, similarly "wherein said form of payment is selected from the group consisting of..." does not have structure.

Applicant has amended the claims accordingly.

Dependent claims 2, 3, 6, 7, 12, 14 and 14 are rejected under the same rationale as claim 1.

Claim 15 is rejected for the following:

Claim 15 recites the limitation "said merchant processing request" in line 10. There is insufficient antecedent basis for this limitation in the claim.

Applicant has amended the claim accordingly.

Claim 15 recites the limitation "said merchant account request" in lines 13-14. There is insufficient antecedent basis for this limitation in the claim. It is unclear whether applicant is referencing "said merchant account information" or "said merchant processing request" or something else.

Applicant has amended the claim accordingly.

Claim 15 recites a limitation wherein merchants are notified of "processing center and their rates" in line 13. It is unclear what the rates are since the first mention of rates in the claim.

Applicant has amended the claim accordingly.

The "if" recited in "wherein if said user does not get a processing center quote" is optional or conditional language. There is no requirement if the user does get a processing center quote. See MPEP § 2106 II. (C) .

Applicant has amended the claim accordingly.

"an ASP/e-commerce site programming organization downloads Internet service access processing engine and links this to an e-commerce site." It is unclear what is meant by "this."

Applicant has amended the claim accordingly.

Dependent claims 16 and 17 are rejected under the same rationale. For purposes of examination: The following limitation in claim 15 "wherein if said user does not get a processing center quote, an ASP/e-commerce site programming organization downloads Internet service access processing engine and links this to an e-commerce site" is interpreted as, If the user cannot get

access to information, the information can be downloaded/obtained from somewhere else such as an external website.

Applicant has amended the claims accordingly.

Claim 19 is rejected for the following:

Claim 19 improperly depends from a rejected claim and thus the scope of the claim is unclear.

Applicant has amended the claim accordingly.

Claim Rejections – 35 USC § 102

Claims 1-3, 6, 7, 12, 13 and 14 are rejected under 35 U.S.C. 102(e) as being anticipated by Morea, Pub. No. US 2002/0120537 A1.

Re Claim 1: More discloses a system for providing financial transactions on the Internet comprising:

a computer system linked to the Internet (See Morea, Abstract);

a merchant bank linked to a processing center (See Morea, fig. 12,402,204);

forms of payment (See Morea, fig. 14 "Payment types"); and

an escrow system (See Morea, fig. ¶ [0003], [0073]; claim 47);

wherein said form of payment is selected from the group consisting of; manual entered credit card, card present transaction using outside company proprietary devices (i.e., eConnect, eCashPad), PIN Debit transactions using same type of card present devices, on-line check, savings account drafts, money market checks, margin security check, on-line credit line pulls, wire transfers,

sight drafts, letter's of credit, and similar forms of payment (See Morea, Fig. 3, 92-payment methods);

wherein all forms of payments outside of credit card are treated as an ACH transaction (See Morea, Fig. 3, 92-ACH/EFT);

wherein each ACH transaction is placed into an escrow account on behalf of a purchaser and held there until said merchant completes said transactions (See Morea, ¶ [0003],[0073], claim 47).

said system further comprising an encryption process for encrypting a transaction (See Morea¶ [0121] [0121] Inherent attributes of encryption is that information is encrypted when it is loaded/entered and before transmission and the information is unable to be de-crypted until it is received. Encryption is security feature and it would defeat the purpose if the information could be tapped into during transmission. Furthermore, it is impossible to de-crypt something before you receive or have it. See MPEP ¶ 2112 [R-3]));

All paragraph 121 states is the word "data encryption" it does not describe how the data encryption works, when the data is encrypted or any other features of the data encryption. Claim 1 specifically states that the encryption algorithm takes a transaction and encrypts it as a person loads data into a shopping cart payment process. There obviously are several steps in the payment process recited in Claim 1 wherein said information can be encrypted. Since Morea does not state anything other than the term data encryption, there is no teaching for the data encryption described in Claim 1 of the patent application.

said encryption process taking a transaction and encrypting it as a purchaser loads data into a shopping cart payment process (See Morea ¶ [0121] [0121] Inherent attributes of encryption is that information is encrypted when it is loaded/entered and before transmission and the information is unable to be de-crypted until it is received. Encryption is security feature and it would defeat the purpose if the information could be tapped into during transmission. Furthermore, it is impossible to de-crypt something before you receive or have it. See MPEP § 2112 [R-3]).

For the reasons stated above, Claim 1 is not anticipated or obvious over the prior art.

Re claim 2: Morea discloses the system of Claim 1 wherein said system matches a zip code of said merchant to banks having zip codes nearby and sends an application to said banks for a quote (See Morea, Fig. 13, Claim 53).

Claim 2 requires that the system match a zip code of the merchant to banks having zip codes nearby. The section cited by the Examiner relate to receiving buyer information including a zip code. The system of Morea does not match a zip code of the merchant to banks having nearby zip codes. For these reasons and the reasons stated above, Claim 2 is not anticipated or obvious over the prior art.

Re Claim 3: Morea discloses the system of Claim 1 wherein said banks include national syndicated banks, international banks and offshore banks (See Morea, ¶ [0003], [0031], [0041], [0071], Claims 10 and 36).

For the reasons stated above for Claim 1, Claim 3 is not anticipated or obvious over the prior art.

Re Claim 6: Morea discloses the system of claim 1 wherein a purchaser can interact with a processing center on-line in selecting alternative payment methods if said first form of payment chosen by a purchaser does not have available funds (See Morea, figs. 1-4).

None of the figures 1-4 teach that a purchaser can interact with a processing center online. For these reasons and the reasons stated above for Claim 1, Claim 6 is not anticipated or obvious over the prior art.

Re Claim 7: Morea discloses the system of claim 1 further comprising; a foreign currency exchange for a purchaser if an ACH form of payment has been selected (See Morea, ¶ [0003], [0031], [0041], [0071], claims 10 and 36).

For the reasons stated above for Claim 1, Claim 7 is not anticipated or obvious over the prior art.

Re Claim 12: Morea discloses the system of Claim 1 further comprising; said system electronically matching and clearing said transaction by moving funds out of said escrow into a merchant account (See Morea, ACH).

The Examiner has not pointed to or shown any citations to the Morea patent. The Morea patent does not teach the limitations shown in Claim 12. For these reasons and the reasons stated above for Claim 1, Claim 12 is not anticipated or obvious over the prior art.

Re Claim 13: Morea discloses the system of claim 12 wherein said system provides notification to said purchaser that a time limit of said escrow has ended and allows said purchaser either to extend said escrow or request a refund of funds (See Morea, ¶ [0003], [0073]; claim 47).

Regarding Claim 13, none of the sections cited by the Examiner state that the system provides a notification to the purchaser that a time limit of the escrow has ended. Further, none of the references teach that a purchaser can extend the escrow or request a refund of funds. For this reason and the reasons stated above for Claim 1, Claim 13 is not anticipated or obvious over the prior art.

Re Claim 14: Morea discloses the system of claim 1 further comprising; an accounting system that stores details of transactions for retrieval (See Morea, figs. 3-4).

For the reasons stated above for Claim 1, Claim 14 is not anticipated or obvious over the prior art.

Claims 1, 2, 3, 6, 7, 12, 13, 14, 15, 16, 17 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Morea, US Pub. No. 2002/0120537.

Re Claim 1: Morea discloses a system for providing financial transactions on the Internet comprising:

a computer system linked to the Internet (See Morea, Abstract);

a merchant bank linked to a processing center (See Morea, fig. 12,402,204);

forms of payment (See Morea, fig. 14 "Payment Types"); and
an escrow system (See Morea, ¶[0003],[0073]; claim 47);
wherein said form of payment is selected from the group consisting of;
manual entered credit card, card present transaction using outside
company proprietary devices (i.e., eConnect, eCashPad), PIN Debit transactions
using same type of card present devices, on-line check, savings account drafts,
money ;market checks, margin security check, on-line credit line pulls, wire
transfers, sight drafts, letter's of credit, and similar forms of payment (See
Morea, Fig. 3, 92-payment methods);

wherein all forms of payments outside of credit card are treated as an
ACH transaction (See Morea, Fig. 3, 92-ACH/EFT);

wherein each ACH transaction is placed into an escrow account on behalf
of a purchaser and held there until said merchant completes said transaction
(See Morea, ¶ [0003],[0073], claim 47).

wherein data is encrypted while it is being sent and wherein only the
intended user can see the data in the de-crypted form (See Morea¶ [0121]
[0121]).

Morea fails to explicitly disclose a system:

said system further comprising an encryption process for encrypting a
transaction;

said encryption process taking a transaction and encrypting it as a
purchaser loads data into a shopping cart payment process; and

said encryption process taking a transaction and encrypting it as a purchaser loads data into a shopping cart payment process.

It is old and well-known in the art that information is encrypted when it is loaded/entered and before transmission and the information is unable to be decrypted until it is received. Specifically it is old and well known to have a system: said system further comprising an encryption process for encrypting a transaction; said encryption process taking a transaction and encrypting it as a purchaser loads data into a shopping cart payment process; and said encryption process taking a transaction and encrypting it as a purchaser loads data into a shopping cart payment process.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Morea to provide a system: said system further comprising an encryption process for encrypting a transaction; said encryption process taking a transaction and encrypting it as a purchaser loads data into a shopping cart payment process; and said encryption process taking a transaction and encrypting it as a purchaser loads data into a shopping cart payment process.

One would have been motivated by security because it would defeat the purpose if the information could be tapped into during transmission. Furthermore, it is impossible to de-crypt something before you receive or have it.

All paragraph 121 states is the word "data encryption" it does not describe how the data encryption works, when the data is encrypted or any other features

of the data encryption. Claim 1 specifically states that the encryption algorithm takes a transaction and encrypts it as a person loads data into a shopping cart payment process. There obviously are several steps in the payment process recited in Claim 1 wherein said information can be encrypted. Since Morea does not state anything other than the term data encryption, there is no teaching for the data encryption described in Claim 1 of the patent application.

Therefore, Claim 1 is not obvious over the prior art.

Re Claim 2: Morea discloses the system of Claim 1 wherein said system matches a zip code of said merchant to banks having zip codes nearby and sends an application to said banks for a quote (See Morea, Fig. 13, Claim 53).

Claim 2 requires that the system match a zip code of the merchant to banks having zip codes nearby. The section cited by the Examiner relate to receiving buyer information including a zip code. The system of Morea does not match a zip code of the merchant to banks having nearby zip codes. For these reasons and the reasons stated above, Claim 2 is not obvious over the prior art.

Re Claim 3: Morea discloses the system of Claim 1 wherein said banks include national syndicated banks, international banks and offshore banks (See Morea, ¶ [0003], [0031], [0041], [0071], Claims 10 and 36).

For the reasons stated above, Claim 3 is not obvious over the prior art.

Re Claim 6: Morea discloses the system of claim 1 wherein a purchaser can interact with a processing center on-line in selecting alternative payment

methods if said first form of payment chosen by a purchaser does not have available funds (See Morea, figs. 1-4).

None of the figures 1-4 teach that a purchaser can interact with a processing center online. For these reasons and the reasons stated above for Claim 1, Claim 6 is not obvious over the prior art.

Re Claim 7: Morea discloses the system of claim 1 further comprising; a foreign currency exchange for a purchaser if an ACH form of payment has been selected (See Morea, ¶ [0003], [0031], [0041], [0071], claims 10 and 36).

For the reason stated above for Claim 1, Claim 7 is not obvious over the prior art.

Re Claim 13: Morea discloses the system of claim 12 wherein said system provides notification to said purchaser that a time limit of said escrow has ended and allows said purchaser either to extend said escrow or request a refund of funds (See Morea, ¶ [0003], [0073]; claim 47).

Regarding Claim 13, none of the sections cited by the Examiner state that the system provides a notification to the purchaser that a time limit of the escrow has ended. Further, none of the references teach that a purchaser can extend the escrow or request a refund of funds. For this reason and the reasons stated above for Claim 1, Claim 13 is not obvious over the prior art.

Re Claim 14: Morea discloses the system of claim 1 further comprising; an accounting system that stores details of transactions for retrieval (See Morea, figs. 3-4).

For the reasons stated above for Claim 1, Claim 14 is obvious over the prior art.

Re Claim 15: Morea discloses method for providing financial transactions on the Internet comprising (See Morea, method steps of Figs. 1-5): logging on to the Internet (See Morea, Fig. 4-Diagram connecting Buyer and Seller to the Internet); providing a shopping cart selection and merchant account application (See Morea fig. 4-Net Marketplace; Fig. 7); linking an e-commerce shopping cart to a processing center (See Morea, Fig. 7 "process credit card payments for your webstore"); choosing a shopping cart (See Fig. 4-Net Marketplace); creating a merchant account (See Morea, Fig. 7); providing merchant account information (See Morea, fig. 7); submitting said merchant account information to a bank (See Morea, Fig. 12); submitting said merchant processing request to processing centers for transaction processing quotes (See Morea, Fig. 2-Processing component; Fig. 6-Transaction Processing component); notifying said merchant of banks who approved said merchant account request and processing center and their rates; and selecting said bank and processing center (See Morea, Figs. 3,4).
Wherein if said user does not find what they need, the user is linked to external provider (Morea, Figs. 1-5, [0031] [0032].

Morea fails to explicitly disclose a method:
wherein if said user does not get a processing center quote, an ASP/e-commerce site programming organization downloads Internet service access processing engine and links this to an e-commerce site.

It is old and well known in the art to provide users with information such as price quotes, and if unable to do so to link users to other sites with the relevant information. Specifically, it is old and well-known to disclose a method wherein if said user does not get a processing center quote, an ASP/e-commerce site programming organization downloads Internet service access processing engine and links this to an e-commerce site. For example, this is commonly used by companies such as Lending Tree, Priceline etc.

As suggested by Morea, one would have been motivated to create a trusted environment for user that is integrated with the internet marketplace.

Neither Figure 3 nor Figure 4 shows that the user is notified of banks who approved their merchant account request and provides them rates. Further, none of the figures shown in Morea show that they can be linked to an external provider. This would not be obvious as most systems keep you within their internal structure and do not send you to an external provider in order to provide you rates and quotes. This would be against what most companies would think of as it goes against making money for the company. Therefore Claim 15 is not obvious over the prior art.

Re Claim 16: Morea discloses the method of claim 15 wherein said shopping cart is selected from the group consisting of an Internet service access processor combined shopping cart, or another shopping cart or e-commerce existing platform. (See Morea, Figs. 7-11).

For the reasons stated above for Claim 15, Claim 16 is not obvious over the prior art.

Re Claim 17: Morea discloses the method of claim 16 wherein said another type of shopping cart has a payment processing platform (See Morea, Figs. 7-11).

For the reasons stated above for Claim 15, Claim 17 is not obvious over the prior art.

Re Claim 18: Morea discloses the method of claim 15 wherein if said user does not get a processing center quote, an ASP/e-commerce site programming organization downloads Internet service access processing engine and links this to an e-commerce site (See Morea, Fig. 5).

Morea does not teach in Figure 5 that if the user does not get a processing center quote an ASP/e-commerce cite programming organizations downloads internet service access processing engine and links this to an e-commerce site. Nowhere is this shown in Figure 5. For these reasons and the reasons stated above for Claim 15, Claim 18 is not obvious over the prior art.

Re Claim 19: Morea discloses the method of claim 18 wherein said Asp/e-commerce site programming organization performs a transaction test (See Morea, Fig. 5).

For the reasons stated above for Claim 18, Claim 19 is not obvious over the prior art.

Applicant believes that the application is now in condition for allowance.

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Date of Deposit: May 7, 2007
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Signature: 

Name: Debbie Broderick

Respectfully submitted,



Philip M. Weiss

Reg. No. 34,751

Attorney for Applicant

Weiss & Weiss

300 Old Country Rd., Ste. 251

Mineola, NY 11501

(516) 739-1500

PMW:db